CORPORATIONS—ELECTION OF OFFICERS—CONTROVERSY OVER RIGHT TO VOTE STOCK.—Where, on the death of the owner of the majority of the stock of a corporation, the right to vote his stock was vested by his will jointly in his widow and counsel as executors and trustees, and by reason of a controversy between them in a state court the counsel has been enjoined from voting the stock, a minority stockholder is entitled to an injunction to restrain the widow from voting such stock alone, or the holding of an election of officers until the right to vote the majority stock has been determined.—*Villamie* v. *Hirsch* (C. C. S. D. N. Y.), 138 Fed. 690.

VENDOR AND PURCHASER—OFFER OF OPTION—RIGHT OF WITHDRAWAL—OPTION TO PURCHASE.—An offer of an option to purchase real estate, until it has become a complete option contract by acceptance in acordance with its terms and the payment of a consideration, is subject to the same rules as an offer to sell, and may be withdrawn at any time.

An option contract for the purchase of real estate, if complete and certain as to its terms, and based on a valuable consideration paid, is converted into a contract of sale, which may be specifically enforced in equity by an acceptance by the vendee in accordance with the terms, and within the time limited therein. The purpose and effect of the option contract is surrendered by the vendor, for a consideration and for the time limited, of the right which he would otherwise have to withdraw the offer of sale contained therein. *Couch* v. *McCoy* (C. C., S. D. W. Va.), 138 Fed. 696.

BANKRUPTCY—JURISDICTION OF COURT—PROPERTY SUBJECT TO VALID LEVY.—An adjudication of bankruptcy draws to the bankruptcy court jurisdiction to administer all property of the bankrupt, real and personal, although it may be subject to a valid lien acquired by judgment or the levy of an execution more than four months prior to the bankruptcy; and a sale under such lien will be enjoined, and the property sold by the trustee, unless the court, in the exercise of its discretion, may otherwise direct. *In re Baughman* (D. C., M. D. Penn.), 138 Fed. 742.

ACCIDENT POLICY—INJURY SUSTAINED IN A GIVEN OCCUPATION—OCCUPATION—ABANDONMENT.—Where a party obtains a policy of insurance against injury by accident, specifying the occupation of the assured to be that of a druggist, deemed to be a select risk, and that of a farmer or supervising farmer only is specified as a more hazardous risk, calling for a larger premium, and thereafter the drug store of the assured was destroyed by fire, whereupon the assured moved upon a tract of land entered as a homestead, into a house built by him thereon, which he thereafter occupied with his family as his home, and superintended the construction of a barn thereon, and caused to be fenced and broken and cultivated 40 acres of the

land thereof, under his supervision, for a period of six months; and was preparing for further cultivation of the land at the time of his injury, and for eight months prior to such injury had no connection with the business of a druggist, his occupation was that of a supervising farmer, and not that of a druggist, within the meaning of the policy.

The term "occupation," as employed in the policy, implies simply that which at the time of the accident constitutes the assured's principal business or pursuit; that which engages his attention and time, as distinguished from that which is incidentally connected with the life of men in any or all occupations.

The correct test in such cases is not so much as to whether the assured had in fact abandoned the occupation stated in the application and policy, but whether or not at the time of his injury he was in fact engaged in another occupation, not merely incidental, but as a business, of a more hazardous classification. *Ætna Life Ins. Co.* v. *Dunn* (C. C., Eighth Circuit), 138 Fed. 629.

Accident insurance, risks, and causes of loss, see note to *National Acc. Soc.* v. *Dolph*, 38 C. C. A. 3.

SHIPPING—BREACH OF CHARTER TO CARRY LUMBER—MEASURE OF DAMAGES.—Libelants chartered space in a barge for the carriage of 250,000 feet of lumber from Norfolk to Baltimore, but the barge loaded only about 160,000 feet. Libelants had sold the lumber to be delivered in Baltimore, and by reason of their failure to make delivery were compelled to pay damages to the purchaser. The owners of the barge, however, had no knowledge of the sale. *Held*, that the amount so paid by libelants did not constitute the measure of damages recoverable by them for breach of the charter, since it could not have been in the contemplation of the parties when the charter was made, but that the measure of damages was the market value in Baltimore of the 90,000 feet of lumber not taken at the time it should have been delivered there, less its market value in Norfolk, with the freight charges added; and that, in the absence of evidence introduced by libelants from which such amount could be determined, only nominal damages were recoverable. *The A. Denicke* (C. C. A., Fourth Circuit), 138 Fed. 645.